



THE UNIVERSITY *of*
NEW ORLEANS

INVITATION TO BID

**BID NAME AND NUMBER: SOV2620
SECONDARY STUDENT ATHLETE INSURANCE**

**BID OPENING TIME AND DATE:
JUNE 11, 2020 2:00 p.m.**

**BUYER:
Susan Varble
sfvarble@uno.edu**

RETURN ALL BIDS TO THE FOLLOWING ADDRESS:

**Purchasing Office
Administration Annex 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6171
Fax: (504) 280-6297**

General Instructions to Bidders

1 Invitation to Bid

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

2 Authority to Sign

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

3 Read Solicitation

Read the entire solicitation, including all terms, conditions, and specifications.

4 Corrections

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

5 Delivery of Bids

Bids may be submitted in person or by mail. The mailing address is listed on the cover sheet. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

6 Bid Alterations

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

7 Late Bids

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

8 Delivery/Freight Charges

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

9 Taxes

Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By

accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

10 Payment

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

11 Acceptance

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

12 Number of copies

Each bidder should submit one original response (clearly marked as original) and two (2) additional bid copies and one (1) digital copy.

Bid Signature

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

_____ Bidder (Company Name)	_____ Mailing Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name	_____ Phone Number
_____ Title	_____ Fax Number
_____ E-Mail Address	_____ Federal Tax ID #

Standard Terms and Conditions

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Auditors

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

Award

The award will be based on the proposal judged to be in the best interest of UNO, and the judgment in this regard shall be considered final. Any agreement resulting from this request shall be awarded to the proposer providing the "best value" to UNO athletic department and our student athletes. UNO is not required to accept the lowest upfront premium as we understand the unique nature of accident insurance and see the value in establishing a long-term partnership with a company that can contain our costs well beyond the initial premium offer. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than seven (7) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as

amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the

solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements and bid prices will include any premium costs of such coverage.

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____
2. Is the bidder a spouse of a legislator? _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? _____
4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? YES _____ NO _____

Specify Item Numbers:

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

Do you have a Louisiana Business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES _____ NO _____

Specifications

THE UNIVERSITY DESIRES TO PURCHASE SECONDARY INSURANCE FOR STUDENT ATHLETES.

THE INSURANCE PREMIUMS WILL BE PAID BY THE UNIVERSITY AND WILL BE REQUIRED COVERAGE FOR ALL UNIVERSITY OF NEW ORLEANS STUDENT-ATHLETES.

THE UNIVERSITY WILL ESTABLISH A BLANKET PURCHASE ORDER FOR USE IN PURCHASING INSURANCE AS NEEDED FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021. THERE WILL BE FOUR (4) ONE YEAR OPTIONS TO RENEW IF MUTUALLY AGREEABLE.

PRIOR TO ANY RENEWAL TERM, THE CONTRACTOR MAY REQUEST A PRICE INCREASE FOR THAT RENEWAL TERM BASED ON DOCUMENTED INCREASED COSTS. THE PRICE INCREASE MAY NOT BE GREATER THAN THE CONSUMER PRICE INDEX THE MEDICAL INFLATION INDEX, WHICHEVER IS LOWER. THE UNIVERSITY RESERVES THE RIGHT TO APPROVE, DISAPPROVE OR NEGOTIATE THE PRICE INCREASES.

THE INSURANCE COMPANY PROVIDING THE INSURANCE MUST HAVE AN AM BEST RATING OF A-:VI OR BETTER.

BIDDERS SHALL BE IN THE COLLEGE ATHLETIC INSURANCE BUSINESS FOR AT LEAST 5 YEARS, AS WELL AS PROVIDE TEN CURRENT UNIVERSITY CLIENTS, INCLUDING THREE SOUTHLAND CONFERENCE CONTRACTS WITH CONTACT NAMES AND PHONE NUMBERS.

THE WINNING BIDDER MUST BE FLEXIBLE IN COMMUNICATING WITH UNIVERSITY REPRESENTATIVES BY EMAIL OR PHONE WITH RESPONSE TIME OF NOT MORE THAN 24 HOURS.

THE ESTIMATED QUANTITY OF INSURANCE PURCHASED WILL BE IN THE RANGE OF 150-200.

THE BIDDER IS TO PROVIDE A POLICY WHICH MEETS OR EXCEEDS THE MINIMUM SPECIFICATIONS LISTED BELOW.

COVERED PARTICIPANTS MUST BE STUDENTS OF THE UNIVERSITY WHO ARE ENGAGED IN ATHLETIC ACTIVITIES SPONSORED BY UNO. PARTICIPANTS MUST BE ON AN ACTIVE ROSTER AT THE UNIVERSITY FOR THE SPORTS TEAMS WHICH INCLUDE: BASEBALL, MEN'S/WOMEN'S BASKETBALL, MEN'S/WOMEN'S CROSS COUNTRY, MEN'S GOLF, MEN'S/WOMEN'S TENNIS, MEN'S/WOMEN'S TRACK AND FIELD, WOMEN'S INDOOR AND BEACH VOLLEYBALL, AND NON-COMPETITIVE CHEERLEADING.

PERIOD OF COVERAGE: COVERAGE WILL BEGIN 12:01 AM EASTERN STANDARD TIME ON THE LATEST OF THE FOLLOWING: A) THE DATE THE APPLICATION AND

PREMIUM ARE RECEIVED, B) THE DATE REQUESTED IN THE APPLICATION FOR COVERAGE.

COVERAGE WILL END ON THE EARLIER OF THE FOLLOWING: A) THE DATE REQUESTED IN THE APPLICATION, B) THE DATE OF TERMINATION OF THE POLICY ACCORDING TO POLICY PROVISIONS.

Accidental Death and Dismemberment: \$10,000/\$500,000 Aggregate

Policy Type: Excess (non-duplication)

Deductible: Zero deductible plan

Expanded Medical: Included

HMO/PPO Denials: Included

Heart and Circulatory: Included

Pre-existing conditions: Included

Off-season conditioning: Included

Guest/Recruit: Including coverage for PSA basketball tryouts up to policy limit (\$90,000)

Physical Therapy: 100% to plan max (\$90,000)

Dental Benefit: 100% to plan max (\$90,000)

Orthopedic Appliance: 100%

Ambulance services: 100%

Benefit period: 104 weeks (2 years)

Incurring period for first expense: 90 days or within a reasonable time period

Coverage Term: Annual

Proposed Effective Date: July 1, 2020

Other:

- 1) Bidders must also provide a quote for High Limit AD&D with a catastrophic cash specific benefit of \$2,500,000 and a \$10,000,000 aggregate limit.
- 2) Bidders may be required to meet with UNO staff during the bid review and decision making process to field any questions or clarify any proposed benefits. These specific meetings MUST BE IN PERSON and/or video conference will be scheduled after preliminary bid reviews are completed. Selected companies will be given at least 48 hours' notice to make travel arrangements.
- 3) Bidders must be able to provide UNO with a solution to verify our athletes' primary insurance coverage and detail out the specifics of this program (including example result spreadsheets) as well as specific pricing on a monthly or per verification basis.
- 4) Bidders must provide evidence of ability to pay claims within 10 days.

5) Bidders should be able to provide international student insurance coverage for our international students that arrive to campus without any other coverage. Include schedule of benefits, exclusions and rates for male and female in our zip code between the ages of 18 and 29 years old. Insurance provided for international students must meet the minimum federal requirements for international student insurance.

6) Broker must provide a prescription medicine/pharmacy discount program at no additional cost to our institution. Please provide a brief overview of this program.

7) Market and obtain quotations, evaluate and report on an insurer's financial status, place and service the desired insurance coverages on an annual basis.

8) Provide annual loss runs for each policy a minimum of 60 days before expiration, including any prior year with open losses.

9) Broker or insurance carrier must provide an annual welcome packet that includes copies of our policies, secondary insurance ID cards and login information to obtain this information online securely.

10) Please outline your primary insurance offerings for our athletes that arrive without other insurance (plans for domestic and international students)

Covered Sports: Men's and Women's Basketball, Baseball, Men and Women's Cross Country, Men's Golf, Men and Women's Tennis, Men and Women's Track & Field, Indoor and Beach Volleyball, and non-competitive Cheerleading.

Additional Information

Athlete Census:

2015-16: 135 participants in 14 sports

2016-17: 140 participants in 14 sports

2017-18: 150 max estimated participants in 14 sports

2018-19: 150 max estimated in 14 sports

2019-20: 175 max estimated in 14 sports

2020-2021: 200 estimated in 15 sports

BID FORM

Bidders should use THIS FORM to submit pricing.

<u>Plan Type</u>	<u>Deductible</u>	<u>AM Best Rating</u>	<u>Benefit Period</u>	<u>Premium</u>
Excess/Secondary	Zero	_____	_____	_____

Special Terms and Conditions

1. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from July 1st through June 30th of the initial contract year. Renewals will be from July 1st through June 30th of the remaining contract years. Contract shall not exceed sixty (60) months.
2. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
3. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
4. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.
5. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
6. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
7. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to

provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

Exhibit "A" – Current Insurance Policy

PAN-AMERICAN LIFE INSURANCE COMPANY
601 Poydras Street, New Orleans, LA 70130
Toll Free: (877) 569-3075

BLANKET POLICY OF INSURANCE

POLICY NUMBER: PSR100107
POLICYHOLDER: University of New Orleans
POLICY EFFECTIVE DATE: August 1, 2018
POLICY TERMINATION DATE: July 31, 2019
POLICY ANNIVERSARY DATE: Each August 1st after 2018
STATE OF ISSUE: New Orleans

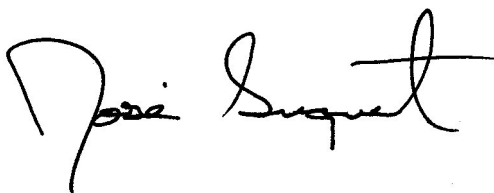
The Pan-American Life Insurance Company (A Stock Company) (also referred to as "the Company", "We", "Our" or "Us") issues this Blanket Policy covering members of the Policyholder who are in an eligible class. The Company agrees, subject to all terms, provisions, conditions, exclusions and limitations of this Policy to pay the benefits provided by this Policy for any covered loss. This Policy is issued in consideration of the statements and agreements contained in the Policyholder's application which is attached to and made a part of the Policy. This Policy is subject to the laws of the state where the Policy is issued. The Policyholder will not be considered Our agent for any purpose under this Policy.

Signed for Pan-American Life Insurance Company at New Orleans, Louisiana on the Policy's Effective Date.

READ THIS POLICY CAREFULLY

EXCESS COVERAGE – THIS POLICY ALWAYS PAYS SECONDARY TO OTHER HEALTH
INSURANCE PLANS – SEE SECTION 6 HEREIN FOR FURTHER DETAILS

PAN-AMERICAN LIFE INSURANCE COMPANY



President and Chief Executive Officer

**BLANKET ACCIDENT WITH ACCIDENTAL DEATH AND DISMEMBERMENT
COVERAGE**

NON-PARTICIPATING NON RENEWABLE

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SCHEDULE OF SUBSIDIARIES	

The following subsidiaries are covered under this Policy on the effective dates listed below. A newlyacquired subscriber may be covered under this Policy on the date it is acquired as long as the Policyholder notifies Us within 30 days of its acquisition and pays the required premium. If We are not notified within the required time period, the subsidiaries will be covered on the date We agree in writing to provide coverage and receive the required premium.

<u>NAME</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
N/A		

SCHEDULE OF BENEFITS

ELIGIBLE CLASS: I

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

ACCIDENT BENEFITS

Any benefits payable under these Accident Benefits shown below are paid in addition to any other

Accidental Death and Dismemberment benefits payable and apply to the Aggregate Limit per Occurrence.

1. **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT:**

Eligibility Waiting Period:	90 days
Time Period for Accident (from the date of a Covered Accident to the date the loss is incurred):	365 days
Principal Sum(s):	
Class 1	\$10,000

2. **ACCIDENT MEDICAL EXPENSE BENEFIT:**

Accident Medical Expense Benefits:

Maximum Medical Benefit Each Insured Per Occurrence:

Class 1:	\$90,000
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Medical Deductible Each Insured Per Occurrence:

Class 1:	\$0.00
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Medical Incurral Period:

Benefits are payable for: 104 weeks from the date of the Accident

First Expenses:

Must be incurred within: 90
days from the date of the
Accident

**MAXIMUM LIMIT FOR EACH INSURED – Per
Occurrence:**

Maximum Limit:

\$10,000

We will not pay more than the Maximum Limit for all benefits combined for each Insured

AGGREGATE LIMIT:

Maximum Benefit:

\$1,000,000

We will not pay more than the Benefit Maximum for all losses for all Insureds covered under this Policy per Covered Accident. If, in the absence of this provision, We would pay more than the Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each Insured with a valid claim will be reduced proportionately, so the total amount We will pay for all Insureds covered under this Policy is the Aggregate Limit Benefit Maximum.

SECTION 1 – ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

A. ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the Schedule of Benefits is eligible to be insured on the Policy Effective. We maintain the right to investigate eligibility status to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

B. EFFECTIVE DATE OF INSURANCE

An Insured coverage will begin on the latest of the following dates:

1. the Policy Effective Date, provided that the policy premium has been paid;
2. the date he or she is eligible; or
3. first day of the month following enrollment and completion of the Eligibility Waiting Period, if any; or
3. the date of the scheduled Trip departure date; or
4. the date of his or her departure from the United States.

If an Eligible Person is not in Active Service on the date insurance would otherwise be effective, the Eligible Person's coverage under this Policy will be effective on the date he or she returns to Active Service.

C. TERMINATION DATE OF INSURANCE

Cancellation: This Policy may be cancelled at any time by providing 60 days advance written notice mailed or delivered by Us to the Policyholder or by the Policyholder to Us. If We cancel, We will mail or deliver the notice to the Policyholder at the Policyholder's last address shown in our records.

Cancellation will not affect any claim for loss due to an Injury which occurs before the effective date of the cancellation.

Any earned or unearned premium will be determined on a pro rata basis.

An Insured's coverage will end on the earlier of the date:

1. the policy terminates;
2. the Insured is no longer eligible;
3. the period ends for which premium is paid;
4. the Insured fails to pay the required premium, if the Insured is so required;

SECTION 2 - DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document.

"Accident" means a sudden, unexpected and unintended event. The accident must occur while an Insured is covered under this Policy.

"Aggregate Deductible" means the dollar amount of Covered Expenses that the employer will pay in incurred claims for all losses prior to the Company reimbursing the Employer for any claims covered by this Policy.

"Covered Accident" means an Accident that occurs while coverage is in force for an Insured and results in a loss or Injury covered by this Policy for which benefits are payable.

"Covered Activity" means any activity that the Policyholder requires an Insured to attend, or that is under its supervision and control listed in the Schedule of Benefits and insured under

this Policy.

“Covered Expenses” means expenses actually incurred by or on behalf of an Insured for treatment, services and supplies covered by this Policy. For an Insured to receive benefits from a Covered Accident, coverage under this Policy must remain continuously in force from the date of the Accident until the date treatment, services or supplies are received by an Insured. A Covered Expense is incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

“Deductible” means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured on a per Injury, Accident, or Policy Term basis before Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. “Doctor” does not include an Insured or a member of an Insured’s Immediate Family or household.

“Domestic Partner” means a person of the same or opposite sex of the Insured who:

- 1) shares the Insured’s primary residence;
- 2) has resided with the Insured for at least 6 months prior to the date of enrollment and is expected to reside with the Insured indefinitely;
- 3) is financially interdependent with the Insured
- 4) has signed a Domestic Partner declaration with the Insured, if recognized by the laws of the state in which he or she resides with the Insured;
- 5) does not have current Domestic Partner declaration with any other person;
- 6) is older than 18 years of age;
- 7) is not currently married to another person; and
- 8) is not in a position as a blood relative that would prohibit marriage.

“Eligible Person” means a person in an Eligible Class as shown on the Schedule of Benefits.

“Eligibility Waiting Period” means a period of time that must pass with respect to an Eligible Person before the Eligible Person is eligible to be covered for benefits under the terms of this Policy. The Eligibility Waiting Period is determined by the Policyholder on the application for this Policy.

“Hospital” means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons;

- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Doctors available at all times;
- 4) provide organized facilities for diagnosis, treatment and surgery, either:
 - a) on its premises; or
 - b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such.

“Illness” means a sickness or disease.

“Injury” means accidental bodily harm sustained by an Insured that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury

“Immediate Family” means an Insured’s spouse or the parent, brother, sister, child or grandparent of an Insured or an Insured’s spouse.

“Insured” means a member of a team in a Class of Eligible Persons who enrolls for coverage under this Policy and for whom the required premium is paid making insurance in effect for that person.

“Medically Necessary” means a treatment, service or supply that is:

- 1) required to treat an Injury; prescribed or ordered by a Doctor or furnished by a Hospital;
- 2) performed in the least costly setting required by an Insured’s condition; and
- 3) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

“Member of a Team” means a player, manager or coach of a Team listed in the Schedule of Benefits.

“Policyholder” means the entity listed on the face page of this Policy as the Policyholder.

“Pre-existing Condition” means an illness, disease or other condition of an Insured, that in the 12 month period before an Insured’s coverage became effective under the Policy:

- 1) first manifested itself, worsened, became acute or exhibited symptoms that would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or

- 2) required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or 3) was treated by a Doctor or treatment had been recommended by a Doctor.

“Repetitive Motion Injury” means bursitis, stress fractures, strain, shin splints, Osgood Schlatter Disease,

Chondromalacia, tendinitis, and Carpal Tunnel Syndrome. Treatment by a Physician for a Repetitive Motion Injury must occur within 31 days of participation in a Covered Activity. We must have satisfactory proof that the Repetitive Motion Injury resulted from the participation in the Covered Activity.

“Sound natural tooth” means a tooth which is intact with a root, pulp, and a maximum of two surfaces restored and/or decayed, and no missing tooth structure due to fracture.

“Transportation” means any land, sea or air conveyance required to transport the Insured during an Emergency Medical Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

“Usual, Customary and Reasonable Charge” means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

“We”, “Our”, “Us”, “the Company” means Pan American Life Insurance Company.

SECTION 3: GENERAL LIMITATION

Limitation on Multiple Covered Losses: If a Covered Person suffers more than one Covered Loss as a result of the same Accident, We will pay only one benefit, the largest benefit.

Limitation on Multiple Benefits: If a Covered Person can recover benefits under more than one of the Benefits stated in the Schedule of Benefits, as a result of the same Accident, We will pay only one benefit, the largest benefit.

SECTION 4 – COVERED ACTIVITIES

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The following Covered Activities are covered by this Policy. Benefits are not payable under this Policy unless the Covered Accident occurs during a Covered Activity during the Policy period.

SECTION 5 - BENEFITS

1. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If Injury to an Insured results, directly, and from no other cause, from a Covered Accident during one of the Covered Activities listed in Section 4 and the Schedule of Benefits herein and within the Time Period for Accident shown in the Schedule of Benefits, in any one of the losses shown herein, We will pay the Benefit Amount shown on the Schedule of Benefits for that loss. Except as specifically provided herein, if multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Accident.

Covered Loss

Benefit Amount

Life	100% of the Principal Sum
Two or more Members	100% of the Principal Sum
One Member	50% of the Principal Sum
Thumb and Index Finger of the Same Hand	25% of the Principal Sum

Any permanent dismemberment not mentioned above shall be compensated at the complete discretion of the Company taking into consideration the nature of the injury in conjunction with the stated compensation percentages for more specific injuries shown in the Table of Benefits.

Age Reduction

An Insured age 65 or over will not be eligible for a Principal Sum Amount that is more than the Percentage of Principal Sum shown in the Schedule of Benefits for his or her attained age.

Insured Person's Age	Percentage of Principal Sum
Under Age 65	100% of Principal Sum
Age 65 – 69	65% of Principal Sum
Age 70 – 74	60% of Principal Sum
Age 75 – 79	45% of Principal Sum
Age 80 – 84	30% of Principal Sum
Age 85 or over	15% of Principal Sum

For the purposes of this Benefit, the following definitions apply:

Member means hand or foot, sight, speech, and hearing.

Loss of One Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Age means the age of the Insured on his or her most recent birthday.

2. ACCIDENT MEDICAL EXPENSE BENEFIT

We will pay the Accident Medical Expense Benefit for Covered Expenses that result directly, and from no other cause, from a Covered Accident during one of the Covered Activity listed in Section 4 herein and in the Schedule of Benefits. There is no coverage under this benefit for Illness. However, if an Insured develops an Illness that is the result of and directly related to an Injury which first occurred from a Covered Accident, benefits will be payable as provided for herein. In any case, medical benefits payable are limited to expenses incurred within the time frame specified under the Medical Incurred Period (as shown in the Schedule of Benefits) or until any Maximum Benefit (as shown in the Schedule of Benefits) has been paid, whichever occurs first. Unless otherwise specified, We will pay benefits only once for any one Covered Accident, even if it is covered by more than one Covered Activity.

Payment for Medically Necessary and appropriate treatment will be made in accordance with the Schedule of Benefits. These expenses must be incurred during the Medical Incurred Period shown in the Schedule of Benefits and exceed the Accident Medical Deductible, if any, described in the Schedule of Benefits, up to any Maximum Benefit. This benefit is payable regardless of where the expenses are Incurred, whether in or out of the Hospital.

Payments are made based upon Usual, Customary and Reasonable criteria that is procedure or service specific and calculated by geographic location. Benefits are payable only up to Usual, Customary and Reasonable levels; amounts in excess of this amount will not be covered.

Accident Medical Expense benefits are payable for the Usual and Customary Charges for Covered Accident Medical Services including any expense for or resulting from malfunctions of the heart, embolism, heat related problems including but not limited to heat exhaustion, heat prostration, and heat stroke, overuse or Repetitive Motion Injuries/symptoms including but not limited to bursitis, tendonitis, shin splints, stress fractures, strains, or twists, while participating in a covered sport.

Re-aggravation or re-injury of a Pre-existing Condition Covered

Pre-existing Condition: A condition for which medical care, treatment, diagnosis or advice was received or recommended within the 12 months prior to the Insured's Effective Date of coverage under this Policy.

For each Accident, there may be a Deductible, as shown in the Schedule of Benefits.

The following are Covered Expenses under the Policy subject to all of the terms, conditions, limitations and exclusions of the Policy:

1. Hospital charges for:
 - a. room and board.
 - b. confinement in an Intensive Care Unit, Cardiac Care Unit or Burn Unit.
 - c. miscellaneous Hospital services and supplies during Hospital confinement.
2. Other facility charges for:
 - a. confinement in a Rehabilitation Facility,
 - b. confinement in a Convalescent or Skilled Nursing Facility. However, such expenses are limited as follows:
 - charges will be Covered Expense only if confinement begins within 14 days after a Hospital Confinement of at least three (3) consecutive days; and
 - the Attending Doctor certifies that confinement is Medically Necessary. Only charges incurred in connection with care related to the Covered Accident for which an Insured was confined will be eligible.
3. Surgical Procedures:
 - a. when two or more surgical procedures occur during the same operation, the Covered Expense includes:
 - charges for multiple surgical procedures performed during the same operative session which do not require separate incisions are handled as follows: the greater procedure will be considered in full; the next lesser procedure will be considered at 50%; and additional procedures will be considered at 25%.
 - when an incidental procedure is required because of a Covered Accident and performed through the same incision, eligible Expense is the charge for the major surgical procedure only.
 - b. when an assistant surgeon is required to render technical assistance at an operation, the Covered Expense for such service is limited to 20% of the charge of the surgical procedure.
 - c. the following oral surgery procedures are Covered Expenses:
 - open or closed reduction of a fracture or dislocation of the jaw;
 - osseous surgery;
 - maxillofacial surgery;
 - accidental Injury to a sound, natural tooth.
 - d. reconstructive surgery is Covered Expense; only for the following situation:
 - treatment within six (6) months of a Covered Accident sustained and treated while an Insured under the Policy.

4. The services of a legally qualified Doctor for medical care and/or surgical treatment including office, home visits, Hospital inpatient care, Hospital outpatient visit/exams, clinic care, and surgical opinion consultations;
5. Registered nurses (RNs) or licensed practical nurses (L.P.N.s) for private duty nursing;
6. Treatment or services rendered by a licensed Doctor or occupational therapist under direct supervision of a Doctor in a home setting or at a facility or institution whose primary purpose is to provide medical care for a Covered Accident;
7. A legally qualified Doctor or qualified speech therapist under direct supervision of a Doctor for restorative speech therapy for speech loss or impairment due to a Covered Accident, or due to surgery performed on account of a Covered Accident other than a functional nervous disorder;
8. Professional ambulance service to a Hospital in an emergency situation and transport between medical facilities when Medically Necessary;
9. Drugs requiring the written prescription of a licensed Doctor: Such drugs must be necessary for the treatment of a Covered Accident;
10. Radiological services, microscopic tests and laboratory tests;
11. Processing and administration of blood components, but not for the cost of the actual blood or blood components if replaced;
12. Physical and manipulative therapy;
13. Oxygen and other gases and their administration;
14. Electrocardiogram, electroencephalograms, pneumoencephalogram, basal metabolism tests, or similar well established diagnostics generally approved by Doctors throughout the United States;
15. Administration of an anesthetic;
16. Dressings, sutures, casts, splints, trusses, crutches, braces, and other necessary medical supplies;
17. Rental of a wheelchair, hospital bed, ventilator, or other durable medical equipment required for therapeutic use, or the purchase of this equipment if economically justified, whichever is less;
18. Non-dental prostheses and appliances including artificial limbs, eyes, or larynx, to replace limbs or eyes lost while covered hereunder, but not the replacement thereof unless the replacement is necessary because of physiological changes;
19. Services of an ambulatory or outpatient surgical center;
20. Services of a home health care agency for care in accordance with a home health care plan including:
 - part-time or intermittent nursing care by a registered nurse (R.N.), a licensed practical nurse (L.P.N.), a licensed vocational nurse (L.V.N.), or public health nurse who is under the direct supervision of a registered nurse,
 - home health aides, and
 - medical supplies, drugs and medicines prescribed by a Doctor, and durable medical equipment prescribed by a Doctor.

Specifically excluded from coverage are the following:

- services and supplies not included in the home health care plan
- services provided by an Immediate Family Member,
- transportation services,
- custodial care and housekeeping.

21. Dental Services rendered by a Doctor for treatment of an Injury to a sound, natural tooth if:
 - the Injury is caused by a Covered Accident sustained while an Insured hereunder;
 - all treatment is rendered within six (6) months of the Covered Accident; and
 - all treatment is rendered while an Insured hereunder;
22. Hyperalimentation or Total Parenteral Nutrition (TPN) for Insured's recovering from or preparing for surgery;
23. The services of a qualified physiotherapist.

SECTION 6 – COORDINATION OF COVERAGE

Excess Benefits

The amount otherwise payable under the Accident Expense Benefit will be reduced by the total amount to medical care benefits provided by any other Plan.

The amount of benefits provided by other Plans:

- 1) will be determined without reference to any:
 - a) coordination of benefits provisions;
 - b) non-duplication of benefits provisions; or
 - c) other similar provisions,
- 2) will include any amount to which the Insured is entitled, regardless of whether claim is made for the benefits; and
- 3) will include the reasonable value of any medical expense services provided as Plan benefits.

Plan means:

- 1) group insurance;
- 2) group Hospital, medical service or pre-payment plan;
- 3) labor-management trustee, union welfare, employer organization or employee benefit organization plan;
- 4) governmental programs or coverage required or provided by any statute;
- 5) workers' compensation or similar law; or 6) automobile insurance.

Definitions For purposes of this section:

Pro Rata means the portion of the total benefits payable under the Policy, in the

absence of other insurance, relative to the total benefits payable under all Health Care Plans. In no event will the total benefits payable exceed 100% of the incurred expense.

SECTION 7 – ACCIDENT EXCLUSIONS

We will not pay Benefits under the Policy for any Injury that is caused by, or results from:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide;
- 3) war or any act of war, whether declared or not;
- 4) service in the military, naval or air service of any country;
- 5) Illness, disease, bodily or mental infirmity, bacterial or viral infection or medical or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 6) piloting or serving as a crewmember or riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline;
- 7) commission of, or attempt to commit, a felony, an assault or other illegal activity;
- 8) Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed Doctor;
- 9) Injury sustained as a result of the Insured being legally intoxicated from the use of alcohol.

An Insured is conclusively determined to be legally intoxicated by alcohol if a test, including but not limited to a chemical or breath test, administered in the jurisdiction where the Injury occurred is at or above the legal limit set by that jurisdiction;

SECTION 8 – GENERAL EXCLUSIONS

In addition to the Accident Exclusions, We will not pay the Benefits for any loss, treatment or services resulting from or contributed to by:

1. treatment by persons employed or retained by the Policyholder, or by any Immediate Family member or member of the Insured's household.
2. treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, hernia, detached

- retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment, whether or not caused by a Covered Accident.
3. pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.
 4. mental and nervous disorders.
 5. damage to or loss of dentures or bridges, or damage to existing orthodontic equipment.
 6. expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain.
 7. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
 8. any elective treatment, surgery, health treatment, or examination.
 9. eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.
 10. covered Expenses for which the Insured would not be responsible in the absence of coverage under the Policy.
 11. purchasing or renting air conditioners; air purifiers; motorized transportation equipment; escalators or elevators in private homes; eye glass frames or lenses; hearing aids; swimming pools or supplies for them; and general exercise equipment.
 12. Injury or death to which a contributing cause is the Covered Person's violation or attempt to violate any duly-enacted law, or the commission or attempt to commit an assault or a felony, or that occurs while the Covered Person is engaged in an illegal occupation.
 13. Injury or death caused while riding in or on, entering into or alighting from, or being struck by a 2 or 3wheeled motor vehicle or a motor vehicle not designed primarily for use on public streets and highways.
 14. expenses payable by any automobile insurance policy without regard to fault. (This exclusion does not apply in any state where prohibited).
 15. participation in any activity or hazard not specifically covered by the Policy.
 16. any treatment, service or supply not specifically covered by the Policy.
 17. any treatment, services or supplies received by the Covered Person that are incurred or received while he or she is in his or her Home Country.
 18. routine nursery care.
 19. routine physicals.
 20. elective surgery.
 21. birth defects and congenital anomalies; or complications which arise from such conditions.
 22. routine dental care and treatment.
 23. rest cures or custodial care.
 24. organ or tissue transplants and related services.
 25. Injury that occurs while the Covered Person has been determined to be legally intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred, or under the influence of any narcotic, barbiturate, or hallucinatory drug, unless administered by a Doctor and taken in accordance with the prescribed dosage.
 26. Injury sustained while participating in amateur, club, intramural, interscholastic, professional or semiprofessional sports.

27. confinement or institutional care.
28. maternity and routine nursery care.
29. services, supplies, or treatment including any period of Hospital confinement which were not recommended, approved and certified as necessary and reasonable by a Doctor; or expenses which are nonmedical in nature.
30. sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatments of Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) infection, or any illness or disease arising from these medical conditions.
31. expenses incurred for services related to the diagnostic treatment of infertility or other problems related to the inability to conceive a child, unless such infertility is a result of a covered Injury or Sickness.
32. expenses incurred for Trips taken for the purpose of seeking medical care.
33. expenses incurred while traveling against the advice of a medical professional.
34. nasal or sinus surgery, except surgery made necessary as the result of a covered Injury

SECTION 9 - CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized administrator written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid no later than 30 days after We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims: If an Insured dies, any death benefits or other benefits unpaid at the time

of the Insured's death will be paid to the beneficiary. If no beneficiary is on record with Us or Our authorized agent, payment will be made to an Insured's estate. All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

Beneficiary: An Insured may designate a beneficiary. An Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If an Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

Assignment: At the request of an Insured or his or her parent or guardian, if the Insured is minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine an Insured as often as is reasonably necessary. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity may be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

SECTION 10 - ADMINISTRATIVE PROVISIONS

All premiums are payable in advance for this Policy in accordance with Our premium rate schedule in effect on each premium due date. Premiums are payable to Us or our authorized agent.

We may change the premium rate schedule provided by this Policy on a class basis by giving the Policyholder written notice at least 45 days prior to any such change in premium of 20% or more.

Changes In Premium Rates: We may change the premium rates from time to time with at least 45 days advanced written, or authorized electronic or telephonic notice to the Policyholder of a premium change of 20% or more. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, We reserve the right to change rates at any time if any of the following events

take place.

- 1) the terms of this Policy change.
- 2) a division, subsidiary, affiliated organization or eligible class is added or deleted from this Policy.
- 3) an increase or decrease in the population of the eligible class.
- 4) there is a change in the factors bearing on the risk assumed.
- 5) any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Payment of Premium: The first Premium is due on the Policy Effective Date. After that, premiums will be due monthly unless We agree with the Policyholder on some other method of premium payment.

If any premium is not paid when due, this Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Grace Period: A Policy Grace Period of 31 days will be granted for the payment of the required premiums. This Policy will remain in force during the Grace Period. If the required premiums are not paid during the Grace Period, this Policy will end on the last day of the month for which premium was paid.

Reinstatement: If any renewal premium is not paid within the time granted the Policyholder per payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept the premium, without requiring an application for reinstatement, shall reinstate the Policy. If We or our agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval for the application by Us, or if not approved, upon the forty-fifth (45th) day following the date of the conditional receipt unless We have previously notified the Policyholder in writing of disapproval of the application. The reinstated Policy shall cover only loss resulting from any accidental injury sustained after the date of reinstatement that begins more than ten (10) days after that date. In all other respects We and the Policyholder shall have the same rights as they had under the Policy immediately before the due date of the defaulted premium, subject to any endorsements attached in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

SECTION 11 - GENERAL PROVISIONS

Entire Contract Changes: This Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Insureds, are the entire contract. Any statements made by the Policyholder or Insureds will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our President or Secretary and be attached to this Policy. No agent has authority to change or waive any part of the Policy.

Incontestability: After this Policy has been in force for two years, it can only be contested for non-payment of premiums. No statement made by an Insured can be used in a contest after his insurance has been in force for two years during his lifetime. No statement an Insured makes can be used in a contest unless it is in writing and signed by him.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Insured. No error will continue the insurance of an Insured beyond the date it should end under the terms of this Policy.

Examination Of Records And Audit: We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of this Policy and within 2 years after the final termination of this Policy as they relate to the premiums or subject matter of this insurance.

Conformity With State Laws: Any provision that is in conflict with the laws in the state where this Policy is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

Subrogation: We may recover any benefits paid under this Policy to the extent an Insured is paid for the same Injury or Sickness by a third party, another insurer, or the Insured's uninsured motorists insurance. We may only be reimbursed to the amount of the Insured's recovery. Further, We have the right to offset future benefits payable to the Insured under the Policy against such recovery.

We may file a lien in an Insured's action against the third party and have a lien on any recovery that the Insured receives whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. We shall have a right to recovery of the full amount of benefits paid under this Policy for the Injury or Sickness, and that amount shall be deducted first from

any recovery made by the Insured. We will not be responsible for the Insured's attorney's fees or other costs.

Upon request an Insured must complete the required forms and return them to Us or Our authorized agent. An Insured must cooperate fully with Us or Our representative in asserting its right to recover. An Insured will be personally liable for reimbursement to Us to the extent of any recovery obtained by the Insured from any third party. If it is necessary for Us to institute legal action against the Insured for failure to repay Us, the Insured will be personally liable for all costs of collection, including reasonable attorneys' fees.

Pan-American Life Insurance Company 601 Poydras Street, New Orleans, LA 70130 Toll Free: (877) 569-3075

AMENDEMENT 2

ATTACHED TO AND MADE A PART OF **POLICY FORM NO. B-BTP ACC-13-P-LA-1215.**

The Policy, to which this Amendatory Endorsement is attached, when issued in Louisiana, has the following changes:

THIS SECTION HEREBY BECOMES THE SCHEDULE OF BENEFITS OF THE POLICY:

SCHEDULE OF BENEFITS

POLICY PERIOD: August 1, 2018 to July 31, 2019 Continuous
(All Insurance begins and ends at 12:01 a.m. at the **Policyholder's** address)

ADDITIONAL BENEFITS:

Any benefits payable under these Additional Accident Benefits shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable and apply to the Aggregate Limit per Occurrence.

	<u>ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT:</u>	
	Eligibility Waiting Period:	90 days
	Time Period for Accident (from the date of a Covered Accident to the date the loss is incurred):	365 days
	Class(es) and Principal Sum(s):	

Class 1:	\$10,000
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ADDITIONAL BENEFITS:

Any benefits payable under these Additional Accident Benefits shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable and apply to the Aggregate Limit per Occurrence..

<u>ACCIDENT MEDICAL EXPENSE BENEFIT:</u>		
Maximum Medical Benefit Each Insured Per Occurrence: Class 1:	\$90,000	
Medical Incurral Period:	Benefits are payable for: 104 weeks from the date of the Accident	
First Expenses:	Must be incurred within: 90 days from the date of the Accident	

HEART AND/OR CIRCULATORY BENEFIT	
Maximum Benefit:	\$90,000

THE FOLLOWING IS ADDED TO THE SECTION 6 – COORDINATION OF COVERAGE:

Excess Benefits with Integrated Deductible – This definition applies when an Insured has Accident Medical expense coverage under this Policy and health coverage under one (1) or more other medical plans. When there is a claim under this Policy and another medical plan of benefits, this Policy is an excess policy which has its benefits determined in excess of the benefits of the other Policy as described below, unless both policies: (A.) the other Policy has coordination or excess benefits provisions that require its benefits to be determined in excess of the benefits of this Policy; and (B.) This Policy has covered the insured longer than the other Policy has.

When this Policy is an Excess Policy, the benefits of this Policy for any allowable expense(s) will be reduced when the sum of:

- i.) The benefits that would be payable for those allowable expenses under this Policy in the absence of this provision; and
- ii.) The benefits that would be payable for those allowable expenses under the other Policy in the absence of provisions with a purpose similar to that of a coordination or excess benefits provision whether or not a claim is made and

determined payable;

Exceeds the amount of those allowable expenses. In this case, this Policy's benefits will be reduced so that they and the other Policy's benefits do not total more than the amount of the allowable expenses.

Payment and Right of Recovery – If a payment is made by another Policy which includes an amount that should have been paid by this Policy, Pan-American may pay the amount to the company making the payment. This amount will then be treated as if it were a benefit paid under this Policy. Pan-American will not be required to pay that amount again. The term 'payment made' includes providing benefits in the form of services; thereby 'Payment Made' shall include providing benefits in the form of services, in which case "Payment Made" means reasonable dollar value of the benefits provided in the form of services. However, if the amount of payments made by Pan-American is more than should have been paid under this Administrative Letter, Pan-American may recover the excess from the persons it has paid, including insurance companies or other companies.

Policy – as used in this provision, this wording shall mean any of the following group, group-type, family or individual coverages, including: a.) insurance policies b.) Subscriber contracts c.) Coverage through health maintenance organizations, pre-payment plans, group policies and individual policies d.) Medical benefits in automobile no-fault contracts e.) Coverage under a government plan or coverage provided by Law f.) a plan or law when, its benefits are in excess of those of any provide insurance plan or other nongovernmental plan.

Allowable Expenses - as used in this provision, this shall mean a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by the Policy and is covered at least in part by one or more other Policies covering the Insured.

THE FOLLOWING SECTION IS HEREBY ADDED AS SECTION 4 – COVERED ACTIVITIES

SECTION 4 – COVERED ACTIVITIES

The following Covered Activities are covered by this Policy. Benefits are not payable under this Policy unless the Covered Accident occurs during a Covered Activity during the Policy period.

SPORTS COVERAGE

We will pay benefits described in this Policy when a Covered Person suffers a Covered Loss as a result of a Covered Accident during one of the Covered Activities listed in the Schedule of Benefits. We will pay the benefits described in the Policy for a Covered Accident which occurs while a Covered Person is:

1. taking part in:
 - a. a regularly scheduled athletic game or competition; or
 - b. a practice session for an athletic team or club; or
 - c. any other Supervised and Sponsored Sports Activity; or
2. traveling to or from such a game, competition, practice session or Supervised and Sponsored Sports Activity provided he or she is:
 - a. traveling with the athletic team or club; and
 - b. under the direct and immediate supervision of:
 - i. the athletic team or club; or
 - ii. an adult authorized by the athletic team or club;
 - c. in a vehicle which is:
 - i. designated or furnished by the athletic team or club;
 - ii. operated by a properly licensed, adult driver, or iii.
under the direct supervision of the athletic team or club; or Travel time includes the time:
 1. to or from a scheduled game, competition or practice session;
 2. Between the premises of the Sports Organization or other meeting place it designates, and another site where a Supervised and Sponsored Activity is scheduled;

Travel coverage for Overnight Supervised and Sponsored Sports Activity: Covered sports travel also includes travel to a supervised and sponsored sports activity when covered Person's participation or attendances requires him or her to be away from his or her normal residence for a stay of one or more nights. Coverage for travel to any supervised and sponsored sports activity that takes will be covered only if we have agreed to it in writing

Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.

For the purpose of this Covered Activity, the following definitions apply:

"Sports Organization" means a: school; college or university; team; league; or other organization; as named in the Schedule of Benefits, that: organizes; sponsors; supervises schedule; or otherwise provides Sports Covered Activity

Supervised and Sponsored Sports Activity means a Covered Activity that:

1. takes place:
 - a. on a Sports Organization's premises during schedule hours;

- b. at another site at which the Covered Activity is scheduled; and
2. is: sponsored; organized; or otherwise provided by the Sports Organization; and
3. is supervised by a: coach; referee; or by another adult specifically assigned supervisory duties and authority for that Covered Activity by the Sports Organization.

For the purpose of this Covered Activity, the following are excluded:

Supervised and Sponsored School Activity does not include participating in any activity, including: tryouts; practice workouts; training sessions; team meetings; or any competitions or games for specify any sports to be excluded, such as motorcycle racing, varsity football.

An Accident which occurs during travel to or from any Supervised and Sponsored Sports Activity if the Sports Organization provides transportation to and from it for a group of two or more Covered Persons and the Covered Person is travelling to or from it by another means of transportation.

Owned Aircraft Not Covered – Benefits will not be paid if loss occurs on an aircraft owned, leased or controlled by the Policyholder, or any of the Policyholder’s affiliates. An aircraft will be deemed “controlled” by the Policyholder if the Policyholder may use it for more than 10 straight days, or more than 15 days in any year.

THE FOLLOWING PROVISIONS IN THE POLICY ARE HEREBY DELETED AND REPLACED WITH THE FOLLOWING IN SECTION 9 – CLAIM PROVISIONS:

Payment Of Claims: If an Insured dies, any death benefits or other benefits unpaid at the time of the Insured’s death will be paid to the beneficiary.

Beneficiary: An Insured may designate a beneficiary. All beneficiary designations must be:

1. In writing;
2. Filed to the Policyholder;
3. Provided to Us at the time of claim; or
4. At such time as We may require.

Beneficiary Change: An Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If an Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

Beneficiary Payment:

If an Insured Person has not chosen a beneficiary or if there is no beneficiary alive when the Insured Person dies, then We will pay the Benefit Amount for Loss of Life to the first surviving party in the following order:

- 1) the Insured Person's Spouse or Domestic Partner;
- 2) in equal shares to the Insured Person's surviving children;
- 3) in equal shares to the Insured Person's surviving parents;
- 4) in equal shares to the Insured Person's surviving brothers and sisters; 5) the Insured Person's estate.

All other Benefit Amounts are paid to the Insured Person, unless otherwise directed by an Insured Person or an Insured Person's designee, or unless otherwise noted in this policy.

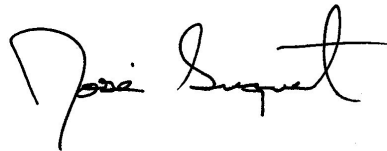
If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian.

THE FOLLOWING PROVISION IN THE POLICY IS HEREBY DELETED AND REPLACED WITH THE FOLLOWING IN SECTION 11 – GENERAL PROVISIONS:

Subrogation: To the extent that benefits are provided or paid under this Policy, we shall be subrogated to all rights of recovery which any Covered Person may acquire against any other party for the recovery of the amount paid under this Policy, however our right of subrogation is secondary to the right of the Covered Person to be fully compensated for his damages. The Covered Person agrees to deliver all necessary documents or papers, to execute and deliver all necessary instruments, to furnish information and assistance, and to take any action We may require to facilitate enforcement of our right of subrogation. We agree to pay our portion of the Covered Person's attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under this policy pursuant to our right of subrogation.

This Amendatory Endorsement is endorsed and made part of the Policy as of its Effective Date. All changes are subject to the terms and conditions of the Policy.

PAN-AMERICAN LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Joe Suquet", is positioned above the title. The signature is fluid and cursive.

Chairman of the Board President and Chief Executive Officer

Amendment

Policy Number: PSR100107

Effective Date: 07/01/2018

Policyholder: University of New Orleans

Rider Number: 1

This Amendment form is made a part of the Policy to which it is attached as of the Effective Date shown above. This form applies only to Covered Accidents that occur on or after that date. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. This Amendment is subject to all of the terms, limitations and conditions of the Policy except as they are changed herein.

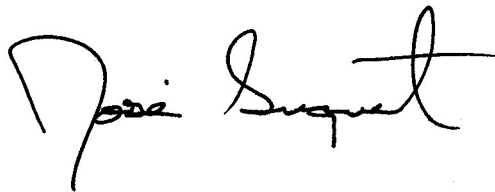
Effective July 1, 2018 at 12:01 A.M. Local Standard Time, the Policy to which this Amendment attaches has corrected the policy period

From: August 1, 2018 to July 31, 2019

To: July 1, 2018 to June 30, 2019

This Amendment ends at the same time as the Policy.

Signed for Pan-American Life Insurance Company

A handwritten signature in black ink, appearing to read "Jose Sanguet". The signature is fluid and cursive, with a large initial "J" and a long horizontal stroke at the end.

Chairman of the Board
President and Chief Executive Officer

Amendment

Policy Number: PSR100107

Effective Date: 07/01/2018

Policyholder: University of New Orleans

Rider Number: 2

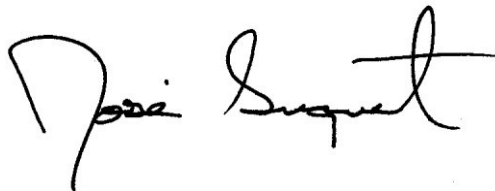
This Amendment form is made a part of the Policy to which it is attached as of the Effective Date shown above. This form applies only to Covered Accidents that occur on or after that date. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. This Amendment is subject to all of the terms, limitations and conditions of the Policy except as they are changed herein.

Effective 07/01/2019 at 12:01 A.M. Local Standard Time, the Policy to which this Amendment attaches is renewed for an additional twelve months.

Premium for this Policy Term is: \$104,000

This Amendment ends at the same time as the Policy.

Signed for Pan-American Life Insurance Company

A handwritten signature in black ink, appearing to read "Jose Sanguet". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Chairman of the Board
President and Chief Executive Officer